

UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

RUIZ FAJARDO INGENIEROS  
ASOCIADOS S.A.S., a foreign corporation,

Plaintiff,

vs.

FLOW INTERNATIONAL  
CORPORATION, a Delaware corporation,

Defendant.

NO. 2:16-CV-01902-RAJ

[PROPOSED] PRETRIAL ORDER

**JURISDICTION**

This is a dispute between the citizen of a state and a citizen of a foreign state. The amount in controversy exceeds \$75,000.00 exclusive of interest and costs. This Court has subject matter jurisdiction of the dispute pursuant to 28 U.S.C. § 1332(a)(2).

**CLAIMS AND AFFIRMATIVE DEFENSES**

The plaintiff will pursue at trial the following claims: (1) breach of the contractual warranty by Flow International Corporation (“Flow”) and resulting damages. The defendant will pursue the following affirmative defenses: (1) the failure of Ruiz Fajardo Ingenieros Asociados S.A.S. (“Ruiz Fajardo”) to mitigate any damages it suffered.

[PROPOSED] PRETRIAL ORDER  
(2:16-CV-01902-RAJ)

- 1 -

Betts  
Patterson  
Mines  
One Convention Place  
Suite 1400  
701 Pike Street  
Seattle, Washington 98101-3927  
(206) 292-9988

## ADMITTED FACTS

The following facts are admitted by the parties:

1. Ruiz Fajardo is an engineering firm based outside Bogota, Colombia that provides metalworking services.

2. Flow is a technology-based manufacturing company headquartered in Kent, Washington that makes industrial waterjet cutting systems. One of Flow's waterjet cutting systems is the M4-3060C.

3. The M4-3060C is a waterjet cutting system. It uses a high-pressure pump to generate a concentrated stream of water that, when mixed with an abrasive, can cut through a variety of materials.

4. In 2013, Ruiz Fajardo decided to add a new business unit to its company that would offer advanced waterjet cutting services.

5. Ruiz Fajardo entered into a contract with Flow to purchase a M4-3060C on November 5, 2012.

6. The purchase contract includes a limited quality warranty by which "Flow warrants the Equipment to be free from defects in workmanship and materials for the period specified on the quotation, except that spare parts shall be warranted for a one-year period." The contract disclaims all other quality warranties, including the implied warranties of merchantability and fitness for a particular use. The contract conspicuously disclaims liability for incidental and consequential damages, including loss of profits, loss of use, and loss of production.

7. The system was received and installed during the second half of 2013.

## STIPULATIONS

Ruiz Fajardo and Flow stipulate that:

[PROPOSED] PRETRIAL ORDER  
(2:16-CV-01902-RAJ)

- 2 -

Betts  
Patterson  
Mines  
One Convention Place  
Suite 1400  
701 Pike Street  
Seattle, Washington 98101-3927  
(206) 292-9988

1. Evidence of Flow's 2017 service visits will not be excluded on the basis of Federal Rule of Evidence 408 – Compromise Offer and Negotiations.

2. The parties agree that each party's respective liability expert (i.e., Mr. Fincher and Mr. Tischler) will not offer testimony on Ruiz Fajardo's projected revenue, specifically the issues raised in Mr. Tischler's supplemental report in Charts 1 & 2. Issues regarding Ruiz Fajardo's revenue projections will be addressed by each party's respective damages expert (i.e., Ms. Barrick and Mr. Solis).

3. Neither party shall make references to the unavailability of witnesses to testify at trial. Specifically, neither party shall make references to any person's ability or inability to obtain a visa to the United States.

## ISSUES OF LAW

The following are the issues of law to be determined by the Court: (1) Whether, pursuant to the parties' contract and Washington's reciprocal attorney fee statute, RCW 4.84.330, the prevailing party is entitled to its reasonable attorney fees and costs.

## EXPERT WITNESSES

a. Each party shall be limited to two (2) expert witnesses on the issues of liability and damages.

b. The names and addresses of the expert witnesses to be used by each party at the trial and the issue upon which each will testify is:

1. On behalf of Plaintiff:

i. Mr. Dieter Tischler  
11506 Cypresswood Place Drive  
Houston, TX 77070  
(832) 729-5253

Mr. Dieter Tischler is an engineer with nearly three decades of experience in the industrial equipment industry, primarily technology and business development of high pressure

[PROPOSED] PRETRIAL ORDER  
(2:16-CV-01902-RAJ)

1 waterjet cutting and water blasting equipment. He will testify regarding the condition of the  
2 Flow M4-7030C, Serial Number 67876 waterjet cuttings system with a 94I-D intensifier pump  
3 and Flow's failed efforts to repair it, based on his independent evaluation of the system and of  
4 Flow's repair efforts. Will testify.

5 ii. Mr. David Solis, MSF, CVA, MAFF  
6 500 Yale Ave N  
7 Seattle, WA 98109  
8 (206) 775-8655

9 Mr. David Solis is a forensic economist. He will testify regarding the economic damages  
10 incurred by Ruiz Fajardo resulting from the defects of the waterjet cutting system purchased  
11 from Flow, based on his independent evaluation of these damages. Will testify.

12 2. On behalf of Defendant:

13 i. Mr. Richard Fincher  
14 7136 Helsem Bend Cir.  
15 Dallas, TX  
16 (214) 616-2844

17 Mr. Richard Fincher is an engineer with global experience in manufacturing, software,  
18 and technology industries. Mr. Fincher will offer testimony regarding the functionality of the  
19 waterjet cutting system Ruiz Fajardo purchased, the training offered regarding the system, the  
20 failure of Ruiz Fajardo to properly maintain the system in accordance with Flow's recommended  
21 guidelines, and the reasonableness of the technical support services Flow offered. Will testify.

22 ii. Ms. Lorraine Barrick, CPA/ABV/CFF, CFE, ASA  
23 1144 Federal Ave E  
24 Seattle, WA 98102  
25 (206) 860-9672

Ms. Lorraine Barrick is a certified public accountant, an accredited business valuer, and  
is certified in financial forensics. She will offer testimony regarding the proper calculations to  
apply to determine what damages, if any, Ruiz Fajardo suffered as a result of its failure to  
properly operate the system after it was installed. Will testify.

1 **OTHER WITNESSES**

2 The names and addresses of witnesses, other than experts, to be used by each party at the  
3 time of trial and the general nature of the testimony of each are:

4 a. In addition to the right to call any of Flow's witnesses, Plaintiff lists:

5 i. Tulio Ruiz  
6 c/o Betts, Patterson & Mines P.S.  
7 701 Pike Street, Suite 1400  
8 Seattle, WA 98101-3927

9 Mr. Ruiz is a manager and an owner of Ruiz Fajardo. He will testify regarding the  
10 Waterjet cutting system M4-3060C with a 94ID intensifier pump purchased by Ruiz Fajardo.  
11 Mr. Ruiz also has knowledge regarding the alleged problems Ruiz Fajardo has had with the  
12 Waterjet system since its installation, communications with Flow regarding those problems,  
13 inspections and maintenance services that were required, Flow's software, the delays and failure  
14 to resolve the Waterjet system problems, and resulting damages to Ruiz Fajardo. Will testify.

15 ii. Jaime Ramirez  
16 c/o Betts, Patterson & Mines P.S.  
17 701 Pike Street, Suite 1400  
18 Seattle, WA 98101-3927

19 Mr. Ramirez is an employee of Ruiz Fajardo. He offered deposition testimony regarding  
20 the Waterjet cutting system M4-3060C with a 94ID intensifier pump purchased by Ruiz Fajardo.  
21 Mr. Ramirez also has knowledge regarding the alleged problems Ruiz Fajardo has had with the  
22 Waterjet system since its installation, communications with Flow regarding those problems,  
23 inspections and maintenance services that were required, Flow's software, the delays and failure  
24 to resolve the Waterjet system problems, and resulting damages to Ruiz Fajardo. Video  
25 recorded/deposition transcript testimony only.

iii. Javier Gómez Peña  
Amarilo El Huerto Torre 11 Apartamento 103

Madrid – Cundinamarca  
Colombia

Mr. Gómez Peña is a former employee of Ruiz Fajardo and was in charge of the Design, Programming and Operation of the Waterjet machine there. He offered deposition testimony regarding the Waterjet cutting system M4-3060C with a 94ID intensifier pump purchased by Ruiz Fajardo. Mr. Gómez Peña also has knowledge regarding the alleged problems Ruiz Fajardo has had with the Waterjet system since its installation, communications with Flow regarding those problems, inspections and maintenance services that were required, Flow's software, the delays and failure to resolve the Waterjet system problems, and resulting damages to Ruiz Fajardo. Video recorded/deposition transcript testimony only.

iv. Claudia P. Gomez  
Calle 17a No 68D – 17 Zona Industrial Montevideo  
Bogota – Colombia

Ms. Gomez is a former employee of Ruiz Fajardo. She offered deposition testimony regarding the Waterjet cutting system M4-3060C with a 94ID intensifier pump purchased by Ruiz Fajardo. Ms. Gomez also has knowledge regarding the alleged problems Ruiz Fajardo has had with the Waterjet system since its installation, communications with Flow regarding those problems, inspections and maintenance services that were required, Flow's software, the delays and failure to resolve the Waterjet system problems, and resulting damages to Ruiz Fajardo. Video recorded/deposition transcript testimony only.

v. César Cortés  
Calle 12 No 10A – 56  
Funza Cundinamarca  
Colombia

Mr. Cortés is a former employee of Ruiz Fajardo and was a production engineer there. He offered deposition testimony regarding the Waterjet cutting system M4-3060C with a 94ID intensifier pump purchased by Ruiz Fajardo. Mr. Cortés also has knowledge regarding the

1 alleged problems Ruiz Fajardo has had with the Waterjet system since its installation,  
2 communications with Flow regarding those problems, inspections and maintenance services that  
3 were required, Flow's software, the delays and failure to resolve the Waterjet system problems,  
4 and resulting damages to Ruiz Fajardo. Video recorded/deposition transcript testimony only.

5 b. In addition to the right to call any of Ruiz Fajardo's witnesses, Defendant lists:

6 i. Mr. Javier Gómez  
7 c/o DLA Piper LLP  
8 701 Fifth Avenue, Suite 7000  
9 Seattle, WA 98104-7044

10 Mr. Javier Gómez is Flow International's Sales Manager. Mr. Gómez may be called to  
11 testify regarding the representations that were made to Ruiz Fajardo about the system before it  
12 was purchased and what was told to Ruiz Fajardo about Flow providing training and servicing to  
13 help Ruiz Fajardo operate the system. May testify.

14 ii. Mr. Charles Wakefield  
15 c/o DLA Piper LLP  
16 701 Fifth Avenue, Suite 7000  
17 Seattle, WA 98104-7044

18 Mr. Charles Wakefield is Flow's Vice President of Systems Engineering. Mr. Wakefield  
19 will be called to testify regarding the functionality of the waterjet cutting system purchased by  
20 Ruiz Fajardo, the training offered regarding the system, the alleged failure of Ruiz Fajardo to  
21 properly operate the system after it was installed, the alleged failure of Ruiz Fajardo to properly  
22 maintain the system in accordance with Flow's recommended guidelines, and the technical  
23 support services Flow offered. Will testify.

24 iii. Ms. Claudia Mette  
25 c/o DLA Piper LLP  
701 Fifth Avenue, Suite 7000  
Seattle, WA 98104-7044

Ms. Claudia Mette is an Office Manager in Flow's Buenos Aires office. Ms. Mette offered deposition testimony regarding what was told to Ruiz Fajardo regarding Flow's assistance in operating the system and the technical support services Flow offered. Video recorded/deposition transcript testimony only.

## **EXHIBITS**

### **(a) Admissibility stipulated:**

#### Plaintiff's Exhibits

#1 Curriculum Vitae of Cesar Cortes Camacho

#2 Purchase contract between Ruiz Fajardo and Flow

#3 Photo – Facility Installation Area of Subject Machine

#4 Photo – Facility Installation Area of Subject Machine

#5 Flow Mach 4c Series Operations & Service Manual, Rev. C (FLOW0001060-125)

#14 Photo – Machine Portico

#15 Photo – Machine Linear Bearings

#16 Photo – Linear Bearings Mounting Area

#17 Photo – Machine Intensifier

#18 Photo – Machine Cutting Table

#19 Photo – Machine Cutting Head

#22 Pictures of Ruiz Fajardo Plant

#### Defendant's Exhibits

#100 94K Hyperpressure Intensifier Manual M-376 EN Rev J

#101 Hyperpressure Small High-Pressure Components Manual M-393 EN Rev B

#102 Dynamic XD Manual For Mach 3b Series and Mach 4cd Series M-410 EN Rev. D

#103 Hyperjet M-803 Rev. B manual

#104 Shipper's Letter of Instruction

[PROPOSED] PRETRIAL ORDER  
(2:16-CV-01902-RAJ)

- 8 -

Betts  
Patterson  
Mines  
One Convention Place  
Suite 1400  
701 Pike Street  
Seattle, Washington 98101-3927  
(206) 292-9988



1 #107 Ruiz Fajardo's Powerpoint "Maquinaria Principal"

2 **(b) Authenticity stipulated, admissibility disputed:**

3 Plaintiff's Exhibits

4 #20 Notice of 30(b)(6) Deposition of Flow International Corporation

5 #24 Flow's Amended Responses and Objections to Plaintiff's First Set of Interrogatories

6 #25 Flow's Preliminary Responses and Objections to Plaintiff's First Set of Interrogatories

7 #32 Plaintiff's Answers and Responses to Defendant's First Set of Interrogatories

8 Defendant's Exhibits

9 None

10 **(c) Authenticity and admissibility disputed:**

11 Plaintiff's Exhibits

12 #6 Emails between C. Escobar and T. Sierra (FLOW0006618-22)

13 #7 Email from C. Cores to J. Gomez re: Tubo de mezcla (FLOW0001861-67)

14 #8 Email from C. Cortes to T. Sierra re: Consulta Flow jet

15 #9 Email from C. Cortes to J. Gomez re: Oreja piston grua (FLOW0002423-24)

16 #10 Emails between C. Cortes and J. Gomez re: Oreja piston grua (FLOW0001658-59)

17 #11 Emails between Ruiz Production, H. Marcos, and J. Alvarez (FLOW0003402)

18 #12 Email from Ruiz Production to H. Marcos (FLOW0003650)

19 #13 Emails between C. Cortes, J. Gomez, H. Marcos, and N. Franqueira (FLOW0003257-59)

20 #21 Chart summarizing the repairs to the system performed by Flow

21 #23 Emails between C. Patino, F. Tejada, C. Gomez, and G. Fajardo (CTRL-0001547)

22 #26A Translated English Document: Ruiz Fajardo Business Plan

23 #26B Original Spanish Document: Ruiz Fajardo Business Plan

24 #27A Translated English Document: Ruiz Fajardo Financial Spreadsheets

25 #27B Original Spanish Document: Ruiz Fajardo Financial Spreadsheets

[PROPOSED] PRETRIAL ORDER  
(2:16-CV-01902-RAJ)

- 9 -

Betts  
Patterson  
Mines  
One Convention Place  
Suite 1400  
701 Pike Street  
Seattle, Washington 98101-3927  
(206) 292-9988

1 #28A Translated English Document: Ruiz Fajardo Notes to the Financial Statement for 2010  
2 #28B Original Spanish Document: Ruiz Fajardo Notes to the Financial Statement for 2010  
3 #29A Translated English Document: Ruiz Fajardo Notes to Financial Statements for 2011  
4 #29B Original Spanish Document: Ruiz Fajardo Notes to Financial Statements for 2011  
5 #30A Translated English Document: Ruiz Fajardo Notes to Financial Statements for 2012  
6 #30B Original Spanish Document: Ruiz Fajardo Notes to Financial Statements for 2012  
7 #31A Translated English Document: Ruiz Fajardo Notes to the Financial Statement for 2013  
8 #31B Original Spanish Document: Ruiz Fajardo Notes to the Financial Statement for 2013  
9 #33A Translated English Document: Ruiz Fajardo Notes to the Financial Statement for 2014  
10 #33B Original Spanish Document: Ruiz Fajardo Notes to the Financial Statement for 2014  
11 #34A Translated English Document: Ruiz Fajardo Notes to the Financial Statement for 2015  
12 #34B Original Spanish Document: Ruiz Fajardo Notes to the Financial Statement for 2015  
13 #35A Translated English Document: Ruiz Fajardo Notes to Financial Statements for 2016  
14 #35B Original Spanish Document: Ruiz Fajardo Notes to Financial Statements for 2016  
15 #36A Translated English Document: Memo by J. Gómez to G. Fajardo  
16 #36B Original Spanish Document: Memo by J. Gómez to G. Fajardo  
17 #37 Translated English Document: Summary of Flow International's Process  
18 #38A Translated English Document: Memorandum re: "FLOW pending issues"  
19 #38B Original Spanish Document: Memorandum re: "FLOW pending issues"  
20 #39A Translated English Document: Flow Service Reports  
21 #39B Original Spanish Document: Flow Service Reports  
22 #40A To be supplemented  
23 #40B Original Spanish Document Water Laboratory Results Report No. A-6559 by Antek  
24 #41A Translated English Document: Water Laboratory Results Report No. A-6398-14 by Antek  
25 #41B Original Spanish Document Water Laboratory Results Report No. A-6398-14 by Antek

[PROPOSED] PRETRIAL ORDER  
(2:16-CV-01902-RAJ)

- 10 -

Betts  
Patterson  
Mines  
One Convention Place  
Suite 1400  
701 Pike Street  
Seattle, Washington 98101-3927  
(206) 292-9988

- 1 #42A Translated English Document: Ruiz Fajardo Machine Maintenance Logs
- 2 #42B Original Spanish Document: Ruiz Fajardo Machine Maintenance Logs
- 3 #43 Schedule 1, Summary of Economic Damages Under Breach of Contract,
- 4 #44 Schedule 2, Summary of Economic Damages Under Rescission
- 5 #45 Schedule 3, Projected Lost Profits from Waterjet Cutting Services
- 6 #46 Schedule 4, Extra Expenses Incurred due to Defective Waterjet Cutting System
- 7 #47 Schedule 5, Costs Associated with the Waterjet Cutting System
- 8 #48 Schedule 6, Prejudgment Interest Stated in Columbian Pesos
- 9 #49 Schedule 7, Prejudgment Interest Stated in U.S. Dollars
- 10 #50 Schedule 8, Summary of Projected Revenues from Waterjet Cutting Services
- 11 #51 Schedule 9, Summary of Projected Variable Expenses of Waterjet Cutting Services
- 12 #52 Schedule 10, Summary of Profit & Loss Statements
- 13 #53 Schedule 11, Summary of Balance Sheets
- 14 #54 Schedule 12, Common-Size Profit & Loss Statements
- 15 #55 Schedule 13, Common-Size Balance Sheets
- 16 #56 Flow Waterjet Mach 4 – Dyn XD Article
- 17 #57A Translated English Document: Flow Quote Summary prepared for Ruiz Fajardo
- 18 #57B Original Spanish Document: Flow Quote Summary prepared for Ruiz Fajardo
- 19 #58A Translated English Document: Flow Service Report
- 20 #58B Original Spanish Document: Flow Service Report
- 21 #59 List of spare parts for which Flow denied warranty coverage
- 22 #60A Translated English Document: Flow Spare Parts Quote
- 23 #60B Original Spanish Document: Flow Spare Parts Quote
- 24 #61A Translated English Document: Flow Spare Parts Quote
- 25 #61B Original Spanish Document: Flow Spare Parts Quote

[PROPOSED] PRETRIAL ORDER  
(2:16-CV-01902-RAJ)

- 11 -

Betts  
Patterson  
Mines  
**One Convention Place**  
Suite 1400  
701 Pike Street  
Seattle, Washington 98101-3927  
(206) 292-9988

- 1 #62A Translated English Document: Emails between U. Munoz, et al.
- 2 #62B Original Spanish Document: Emails between U. Munoz, et al. (FLOW0006960-62)
- 3 #63A Translated English Document: Emails between U. Munoz, G. Carillo, et al.
- 4 #63B Original Spanish Document: Emails between U. Munoz, et al. (FLOW0006983-86)
- 5 #64A Translated English Document: Emails between H. Marcos and H. Pilot
- 6 #64B Original Spanish Document: Emails between H. Marcos and H. Pilot (FLOW0006805)
- 7 #65A Translated English Document: Emails between U. Munoz, H. Marcos, and J. Gomez
- 8 #65B Original Spanish Document: Emails between U. Munoz, et al. (FLOW0006837-38)
- 9 #66A Translated English Document: Emails between C. Mette, et al.
- 10 #66B Original Spanish Document: Emails between C. Mette, et al. (FLOW0007302-09)
- 11 #67A Translated English Document: Emails between J. Gomez, et al.
- 12 #67B Original Spanish Document: Emails between J. Gomez, et al. (FLOW0007570-73)
- 13 #68A Translated English Document: Emails re Technical Failures
- 14 #68B Original Spanish Document: Emails between re Technical Failures
- 15 #69A Translated English Document: Emails between Ruiz Fajardo and Flow re Shipment
- 16 #69B Original Spanish Document: Emails between Ruiz Fajardo and Flow re Shipment
- 17 #70A Translated English Document: Emails between Ruiz Fajardo and Flow re Bearing Damage
- 18 #70B Original Spanish Document: Emails between Ruiz Fajardo and Flow re Bearing Damage
- 19 #71A Translated English Document: Emails re Leaks, Inconsistencies, and other Failures
- 20 #71B Original Spanish Document: Emails re Leaks, Inconsistencies, and other Failures
- 21 #72A Translated English Document: Emails re Spare / Replacement Parts
- 22 #72B Original Spanish Document: Emails re Spare / Replacement Parts
- 23 #73 Links to Internet Sources contained in Dieter Tischler's Expert Report
- 24 Defendant's Exhibits
- 25 #105 Photographs Taken by Charles Wakefield

[PROPOSED] PRETRIAL ORDER  
(2:16-CV-01902-RAJ)

- 12 -

Betts  
Patterson  
Mines  
One Convention Place  
Suite 1400  
701 Pike Street  
Seattle, Washington 98101-3927  
(206) 292-9988

#106 Video Taken by Charles Wakefield

**ACTION BY THE COURT**

- a. This case is scheduled for trial before a jury on January 28, 2019.
- b. Trial briefs shall be submitted to the Court on or before January 22, 2019.
- c. Jury instructions requested by either party shall be submitted to the Court on or before January 24, 2019. Suggested questions of either party to be asked of the jury by the Court on voir dire shall be submitted to the Court on or before January 22, 2019.

This order has been approved by the parties as evidenced by the signatures of their counsel. This order shall control the subsequent course of the action unless modified by a subsequent order. This order shall not be amended except by order of the Court pursuant to agreement of the parties or to prevent manifest injustice.

DATED this \_\_\_\_ day of January, 2019.

\_\_\_\_\_  
United States District Judge Richard A. Jones

FORM APPROVED

DATED this 14<sup>th</sup> day of January, 2019.

BETTS, PATTERSON & MINES, P.S.

By s/James D. Nelson  
By s/Shaina R. Johnson  
By s/Jesse L. Taylor  
James D. Nelson, WSBA #11134

[PROPOSED] PRETRIAL ORDER  
(2:16-CV-01902-RAJ)

- 13 -

1 Shaina R. Johnson, WSBA #46079  
2 Jesse L. Taylor, WSBA #51603  
3 Betts, Patterson & Mines, P.S.  
4 One Convention Place, Suite 1400  
5 701 Pike Street  
6 Seattle WA 98101-3927  
7 Telephone: (206) 292-9988  
8 Facsimile: (206) 343-7053  
9 E-mail: jnelson@bpmlaw.com  
10 E-mail: sjohnson@bpmlaw.com  
11 E-mail: jtaylor@bpmlaw.com

12 Attorneys for Plaintiff

13 DLA PIPER LLP (US)

14 s/Andrew R. Escobar  
15 Andrew R. Escobar, WSBA No. 42793  
16 Jeffrey DeGroot, WSBA No. 46839  
17 Alexandria Walker, WSBA No. 53786  
18 701 Fifth Avenue, Suite 6900  
19 Seattle, Washington 98104-7044  
20 Tel: 206.839.4800  
21 Fax: 206.839.4801  
22 E-mail: andrew.escobar@dlapiper.com  
23 E-mail: jeffrey.degroot@dlapiper.com  
24 E-mail: alexandria.walker@dlapiper.com

25 Attorneys for Defendant

[PROPOSED] PRETRIAL ORDER  
(2:16-CV-01902-RAJ)

- 14 -

**CERTIFICATE OF SERVICE**

I, Karen L. Pritchard, hereby certify that on January 14, 2019, I electronically filed the following:

- **[Proposed] Pretrial Order; and**
- **Certificate of Service.**

with the Court using the CM/ECF system which will send notification of such filing to the following:

***Counsel for Defendant:***

Andrew Escobar, WSBA #42793  
Jeffrey DeGroot, WSBA #46839  
DLA Piper LLP (US)  
701 Fifth Avenue, Suite 7000  
Seattle, WA 98104-7044

DATED this 14th day of January 2019.

s/Karen L. Pritchard  
Karen L. Pritchard, Legal Assistant

[PROPOSED] PRETRIAL ORDER  
(2:16-CV-01902-RAJ)

- 15 -

Betts  
Patterson  
Mines  
**One Convention Place**  
Suite 1400  
701 Pike Street  
Seattle, Washington 98101-3927  
(206) 292-9988